

MUTUAL AID AGREEMENT

WHEREAS, the units of (Unit A) and (Unit B) anticipate a demand for mutual aid and cooperation in the use of their public safety personnel and equipment during times of emergency;

NOW, THEREFORE, (Unit A) hereby agrees that its public safety personnel will render mutual aid to (Unit B) and (Unit B) hereby agrees that its public safety personnel will render mutual aid to (Unit A) in an emergency situation under the following conditions:

1. The public safety official or other approved designee of an assisting unit shall have the authority in an emergency to determine whether personnel and/or equipment shall be sent beyond the area of responsibility of the assisting unit. It is the intention of this agreement to vest in each party the sole right to determine when its needs will permit it to respond to a call by the other unit. It is further agreed that any unit failing to respond shall not be liable for damage to the requesting unit.
2. The Incident Command System must be used. All qualifications and certifications of responding individuals shall be recognized. The Incident Commander may request mutual aid by any expeditious means and is responsible for all resources assigned to or responding to an incident. The individual in charge of an assisting unit shall notify the Incident Commander upon arrival and shall retain the ability to withdraw personnel or resources upon notification to the Incident Commander. An assisting unit withdrawing from an emergency response operation is not liable for damage to the requesting unit.
3. With the exception of volunteers, each unit entering this agreement shall continue to provide the same salaries and benefits to their employees who are assigned to render assistance to another unit in performance of this agreement as that employee would receive if on-duty within their area of responsibility. If emergency grant funds or other assistance becomes available to the requesting unit, the requesting unit shall reimburse any assisting units, whether paid or volunteer within their own area of responsibility, on an equitable basis at rates consistent with the policies of the agencies or entities providing emergency grant funds or other reimbursement assistance, for costs incurred by the assisting units for salaries and benefits. Costs of repairs and maintenance of equipment shared, used, or expended while rendering assistance under this agreement will be borne by the unit owning the equipment unless emergency grant funds or other assistance become available. Personnel of an assisting unit who sustain injury or death in the course of their employment are entitled to all applicable benefits normally available to personnel while performing duties for their unit.
4. Either party to this agreement may at any time withdraw from further participation in the agreement by giving 30 days prior written notice of termination to the other

party. This agreement is independent of any written agreements with other units. Terms in this agreement are defined as provided in Chapter 37-17.1 of the North Dakota Century Code.

IN WITNESS, THEREOF, the parties sign and execute this agreement this _____ day of _____, _____.

(Unit A)

(Unit B)